ANNUAL REPORT

OF THE

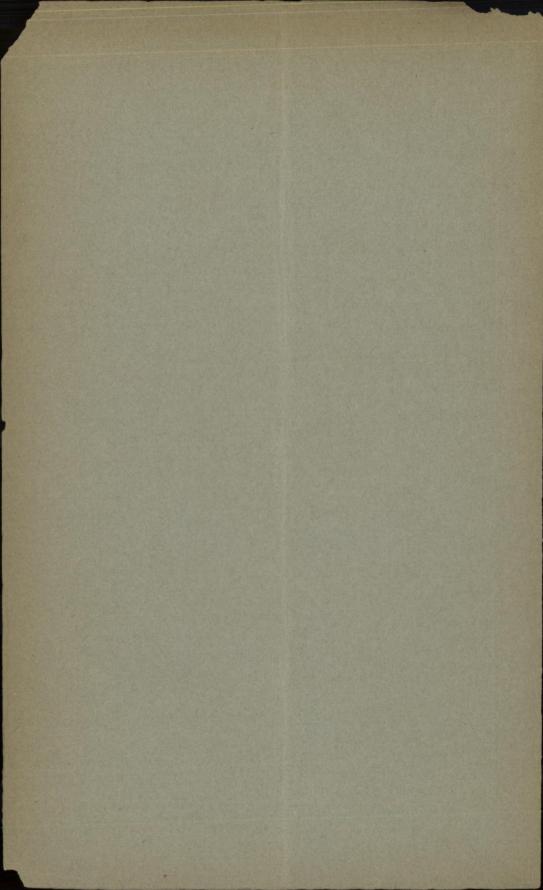
# BOSTON AND MAINE

1894-95.

PAILROAD.

WEDNESDAY, OCT. 9, 1895.

STRAWBOARDS 652.0973 B657r



# SIXTY-SECOND ANNUAL REPORT

OF THE

# DIRECTORS

OF THE

# Boston & Maine Railroad

TO THE

STOCKHOLDERS,

FOR THE

YEAR ENDING JUNE 30, 1895.

WEDNESDAY, OCT. 9, 1895.

BOSTON:
RAND AVERY SUPPLY COMPANY, PRINTERS.

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The Annual Meeting of the Stockholders of the Boston and Maine Railroad will be held in the City Hall at LAWRENCE, Mass., on WEDNESDAY, October 9, 1895, at 10.30 o'clock A.M., for the following purposes:

- I. To hear and act upon the Report of the Directors.
- II. To elect Directors for the ensuing year.
- III. To see if the Stockholders will approve certain amendments to the lease of the Connecticut River Railroad Company to this Company of January 1, 1893, agreed to by the Directors, relating to the payment of rental on all shares of the Connecticut River Railroad Company, now or hereafter outstanding, and to the manner of paying said rental.
- IV. To transact any other lawful business.

By order of the Directors,

SIGOURNEY BUTLER, Clerk.

BOSTON, Sept. 10, 1895.

Stockholders only will be passed free to and from the place of meeting, on exhibiting their certificates to the conductors.

Stockholders are requested to take passage in the trains provided for them, and thus avoid the annoyance to passengers by crowding the regular trains.

Stockholders residing upon any of the leased lines will be passed to and from Lawrence, on the day of the meeting, upon the presentation of their certificates to conductors.

Stockholders going from either direction beyond Lawrence, before the adjournment of the meeting, will be charged regular fares between Lawrence and the stations to which they take passage.

The special stockholders' trains will leave Dover at 8.00 a.m., and Boston at 9.10 A.M., for Lawrence; and will leave Lawrence for Boston at 12.15 P.M., and for Dover at 12.30 P.M.

Stockholders from Portland and stations east of North Berwick will take the train which leaves Portland at 7.00 A.M.; and returning to stations between Rollinsford and Portland, will take the trains which leave South Lawrence at 1.45 and 5.00 P.M.

Stockholders from the line of the Eastern Division, east of Salem, will take the train which leaves Portsmouth at 7.20 A.M., and change cars at Salem, where they will find a special stockholders' train, which will leave Salem for Lawrence at 9 o'clock A.M.; and stockholders on the Eastern Division west of Salem can take any of the morning trains arriving at Salem before 9 o'clock A.M., and at Salem change to the stockholders' train. Returning, stockholders' train will leave Lawrence for Salem at 12.45 P.M.

Stockholders from Northern Division will take the train leaving Wolfeborough Junction at 6.40 A.M., and change cars at Rochester and Dover, taking the main line train at Dover for Lawrence at 8.00 A.M.

Stockholders from the Southern, Concord, White Mountains or Passumpsic Divisions will take any of the regular trains arriving in Lawrence before 11 A.M. on the morning of the meeting, and return by any of the regular P.M. trains.

By order of the Directors.

### OFFICERS

OF THE

# BOSTON & MAINE RAILROAD.

### DIRECTORS ELECTED OCTOBER 10, 1894.

LUCIUS TUTTLE	BOSTON, MASS.
SAMUEL C. LAWRENCE	
JOSEPH S. RICKER	
GEORGE M. PULLMAN	
RICHARD OLNEY	
WILLIAM T. HART	
ALVAH W. SULLOWAY	
JOSEPH H. WHITE	
WALTER HUNNEWELL	
HENRY R. REED	
ARETAS BLOOD	
LEWIS CASS LEDYARD	
HENRY M. WHITNEY	
HENRY F. DIMOCK	
WILLIAM WHITING	. HOLYOKE, MASS.
*M. V. B. EDGERLY	. SPRINGFIELD, MASS.

### SIGOURNEY BUTLER, CLERK.

\*Died March 18, 1895.

LUCIUS TUTTLE, President Boston.
T. A. MACKINNON, General ManagerBoston.
AMOS BLANCHARD, TreasurerBoston.
HERBERT E. FISHER, Assistant TreasurerBoston.
WILLIAM J. HOBBS, General AuditorBoston.
WILLIAM F. BERRY, General Traffic Manager Boston.
DANA J. FLANDERS, General Passenger and Ticket AgentBoston,
GEO. E. STURTEVANT, Asst. Gen. Passenger and Ticket Agent Boston.
FRANK E. BROWN, Asst. Gen. Passenger and Ticket Agent, Concord, N.H.
GEO. W. STORER, Asst. Gen. Passenger and Ticket Agent Boston.
M. T. DONOVAN, General Freight Agent Boston.
D. C. PRESCOTT, Asst. Gen. Freight AgentConcord, N.H.
DANIEL W. SANBORN, General SuperintendentBoston.
WILLIAM MERRITT, Supt. Western DivisionBoston.
WINSLOW T. PERKINS, Supt. Eastern DivisionBoston.
GEO. F. EVANS, Supt. Southern DivisionBoston.
WILLIAM G. BEAN, Asst. Supt. Southern Div Concord, N.H.
GEO. H. FOLGER, Supt. Union StationBoston.
JOHN W. SANBORN, Supt. Northern Division Sanbornville, N.H.
FRANK BARR, Supt. Wor., Nash. and Port. DivNashua, N.H.
H. E. CHAMBERLIN, Supt. Concord Div
H. E. FOLSOM, Supt. Connecticut and Passumpsic DivLyndonville, Vt.
H. F. SAMPSON, Asst. Supt. Connecticut & Pass. Div Springfield, Mass.
GEO. E. CUMMINGS, Supt. White Mountains Div Woodsville, N.H.
J. A. FARRINGTON, Purchasing AgentBoston.
HENRY BARTLETT, Supt. Motive PowerBoston.  H. BISSELL, Chief EngineerBoston.
F. A. MERRILL, Asst. Chief Engineer
JOHN T. CHAMBERLAIN, Master Car BuilderBoston.
CHARLES H. NOWELL, PaymasterBoston.
H. E. HOWARD, Supt. Car Service
J. R. ROOKS, Fuel AgentBoston.
J. II. HOODS, Face Ligano.

GENERAL OFFICES IN UNION PASSENGER STATION, CAUSEWAY STREET, BOSTON.

# SIXTY-SECOND ANNUAL REPORT.

### To the Stockholders of the Boston and Maine Railroad:

Your Directors respectfully submit the following report, exhibiting the result of the operations of your road for the year ending June 30, 1895:—

The Gross Transportation Earnings for the year ending June 30, 1895, were	\$16,892,313	84
struction		
Total Operating Expenses (69.822 per cent)	11,794,528	30
Net Transportation Earnings	\$5,097,785	54
Other Income	607,754	08
Net Income	\$5,705,539	62
Taxes		
Interest on Funded Debt		
Rent of Leased Lines 2,396,246 38	4,326,508	60
Sumplys of Not Income over fined changes		
Surplus of Net Income over fixed charges		
	72,749	_
Balance available for Dividends	\$1,306,281	18
DIVIDENDS DECLARED FROM EARNINGS OF THE	YEAR.	
Preferred Stock, paid September 1, three per		
cent	)	
Preferred Stock, paid March 1, three per cent 94,494 00	)	
Common Stock, paid November 15, one and one-		
half per cent 261,252 00	)	
Common Stock, paid February 15, one and one-half		
per cent	)	
Common Stock, paid May 15, one and one-half per		
cent 261,252 00	)	
Common Stock, declared payable August 15, one		
and one-half per cent	7 - 17 - 17 - 17 - 17	
Total		
Balance in excess of all Charges and Dividends	\$72,283	68

The business of the year as compared with that of the previous year is as follows:—

year is as follows.—				
RECEIPTS.	1895.		1894.	
From Passengers	\$7,754,997	90	\$7,894,968	02
From Freight	8,274,862		7,260,587	55
From Expresses and Extra Baggage	598,175	26	542,415	38
From Mails	264,278	49	264,305	96
Total Transportation Earnings	\$16,892,313	84	\$15,962,276	91
From Rents of Tenements, Land, etc	297,131	05	245,272	80
From Income from Investments	231,047	60	270,740	92
From Miscellaneous Sources	79,575	43	136,861	03
Total Receipts	\$17,500,067	92	\$16,615,151	66
Decrease in Receipts from Passenger Depart-	A01.00F			
ment, including Mails and Expresses	\$84,237			
Increase from Freight Department  Decrease from Rents, Income from Invest-	1,014,274	64		
ments, etc	45,120	67		
Total Increase of Receipts	\$884,916	26		
EXPENDITURE	s.			
General Expenses of Office and Property	\$457,176	99	\$382,378	24
General Expenses of Transportation	1,080,519	02	997,435	21
Passenger Transportation Expenses	1,386,214	46	1,304,358	85
Freight Transportation Expenses	2,104,651	91	2,006,128	92
Motive Power Expenses	3,041,462		2,946,245	
Maintenance of Cars	1,080,410		1,053,762	
Maintenance of Way and Buildings	2,444,093	26	2,170,270	11
Appropriation for Equipment under Construc- tion	200,000	00		
Total Operating Expenses			\$10,860,580	04
Total Operating Exponent			#,	=
Increase in Expenses	\$933,948	26		
The number of passengers carried during the				
past year was	32,380,	241		
A decrease of	1,004,			
Number carried One Mile	444,496,			
A decrease of	3,038,	031		
Number of Tons of Merchandise carried the		000		
past year was	8,381,			
An increase of	992,			
Number of Tons carried One Mile  An increase of	535,671, 66,149,			
All increase of	00,149,	01		

Compared with the preceding fiscal year the revenues from the operation of your property have shown marked and satisfactory increases, notably during the last half of the period covered by this report; and your directors have therefore considered it expedient to resume sundry large expenditures for permanent improvements that had been suspended or postponed because of the general depression that prevailed during the greater part of the years 1893 and 1894.

The gross income increased \$884,916.26, and charges to operating expense increased \$933,948.26. From the surplus of \$1,379,030.93, dividends at the rate of six per cent were declared upon the common and preferred stock, amounting to \$1,233,997.50, and additions were made to the sinking funds (less bonds cancelled) of \$72,749.75, leaving a balance, in excess of all charges, of \$72,283.68, which has been credited to the Profit and Loss account.

The policy of making no present increase in the dividend rate, and of expending for necessary improvements all surplus earnings above six per cent upon the common and preferred stock, explains the large relative increase in the charges to operating expense.

The operating expenses include the following special charges, all of which are in the nature of permanent betterments to the property:

Completion of Boston terminals	\$219,635	12
New passenger station at Lynn (entire cost)	151,911	95
Completion of new passenger station at Park Street, Medford	12,294	85
Completion of new freight yard at Haverhill	12,456	58
Extension of double tracks of Medford, Gloucester, and Lowell		
and Andover Branches	8,877	91
Reconstruction of Eastern Division Main Line between Boston		
and Beverly	89,585	39
Air brakes and automatic couplers added to freight equipment in		
compliance with United States Statute	33,134	39
New equipment received \$167,250 93		
Special appropriation for new equipment contracted		
for but not yet delivered 200,000 00		
	367,250	93
Total	\$895,147	12

By the receipt of \$750,000 from the city of Boston, in payment for the Haymarket Square property, the road's cost

of construction, shown in the general balance sheet, is reduced by that amount, less the cost of real estate purchased and devoted to railroad uses during the year. The net reduction in the cost of the road's construction is \$697,784.99. This amount remains unexpended in the Company's treasury, and should be used only for such future permanent improvements as may be properly chargeable to construction account.

For the first time in many years the Company is without floating indebtedness, the last of its obligations of this nature having been discharged in November, 1894.

Mortgage certificates of indebtedness of the Eastern Railroad Company, amounting, at par, to \$86,500, payable in U. S. gold coin, have been purchased by the Trustees of the Eastern Railroad and cancelled, and this Company's funded debt, reduced by that amount, now stands at \$21,655,280.21.

Five shares of common stock were issued during the year in exchange for Boston and Maine scrip, taken up and cancelled. The capital stock now outstanding is 31,498 shares of preferred and 187,383 of common; of the latter, this Company owns 13,214 shares upon which no dividends are paid. The Trustees of the Eastern Railroad hold 9,452 shares of this stock as collateral security for the payment of its certificates of indebtedness, and the remaining 3,762 shares are held in your treasury.

On the 30th day of June the total number of shares of stock (excluding those owned by this Company) was 205,667, held by 6,293 shareholders. Of the latter, 4,034 resided in Massachusetts and owned 124,215 shares; 1,403 resided in New Hampshire and owned 32,788 shares, and 477 resided in Maine and owned 14,087 shares. The remaining 34,577 shares were owned by 379 persons residing outside of the above-named States.

On the 29th of June, 1895, this Company leased and entered into possession and operation of the road, franchises and property of the Concord and Montreal Railroad, but it was not practicable to include the accounts of that Company for its fiscal year ending June 30 in this report. A copy of the indenture will be found at the end of this pamphlet.

The leasing of the Concord and Montreal Railroad adds 414 miles of road to the Boston and Maine system, giving it a total of 1,707 miles of operated road and 1,069 miles of controlled roads: total, 2,776 miles. A map of the Company's operated and controlled lines will be found opposite page 26.

Contracts were made during the year for new equipment as follows: Nine passenger cars with broad vestibules, twenty ordinary passenger cars, 600 freight cars, and twenty-three locomotives,—the whole to cost about \$600,000. Under these contracts twelve locomotives and the nine vestibule cars were delivered during the fiscal year.

The Company constructed in its own shops: four baggage, one mail, two milk, two caboose, twenty-three freight, one derrick and ten tool cars, and two snow-plows. For new equipment received under the above-mentioned contracts, and built in our own shops, there was expended (less cash received for equipment sold) \$167,250.93, and on account of equipment in construction, but not yet delivered, an appropriation of \$200,000 was made, and the total, \$367,250.93, included in the year's operating expenses.

There was expended during the year: for repairs of locomotives, \$293,956.20; for repairs of passenger, baggage, mail and express cars, \$395,345.75; and for repairs of freight cars, \$384,098.70.

The equipment consists of

566 locomotives.

1,028 passenger, baggage, mail and express cars.

9,914 freight cars.

206 caboose cars.

142 tool and road cars.

69 snow plows.

The operating expense for maintenance of way and buildings includes \$1,067,742.24 for repairs of road-bed and track, \$214,044.21 for steel rails laid, \$217,037.31 for ties laid, \$193,730.52 for maintenance of bridges, and \$721,952.09 for maintenance of buildings and structures. Fifty-seven miles (6,749 tons) of new steel rails have been laid in main tracks, and thirty-five miles (3,701 tons) of partly worn steel rails have been transferred from main lines to branches and sidings;

553,912 cross ties, and 24,620 switch ties have been laid, and 19,104 rods of fence have been built during the year.

Five important steel bridges and one stone arch have been constructed, including the steel viaduct, 1,300 feet long, made necessary by the separation of grades at Chelsea Bridge in Boston; seven wooden culverts have been replaced with steel stringers; eight wooden bridges and five pile bridges have been renewed, and several trestle bridges have been filled.

New passenger stations have been built at Lynn, Walnut Hill, Collins Street and Barton Landing, and new freight houses at Charlestown (two), Old Orchard, Barton Landing and Medford. The Boston terminals have been completed, and interlocking switch and signal systems are now in process of construction at Everett, Revere, West Lynn and Swampscott Junctions.

The main line of the Eastern Division from Boston to Beverly (seventeen miles of double track) is being ballasted, regraded and relaid throughout with new rails and ties. About one half of this work was done previous to June 30, and the cost thereof, \$89,585.39, included in the operating expenses of the year.

For the separation of grades at crossings of highways, \$273,531.72 has been expended during the year; but as in each case the work is still in progress, or the final settlement with the State and towns participating in the cost has not been made, this expense has not yet been distributed, but is placed as a separate item in the general balance sheet.

The immediate extension of the second track of the Gloucester Branch from its present terminus at Manchester, Mass., to Magnolia, and the reconstruction of the passenger and freight stations and yards at Manchester, are necessary for the expeditious handling of the large and increasing traffic of that vicinity, and this work has been authorized and will be begun at once. The total cost will be about \$100,000.

Compliance with the United States Statute requiring the equipment of all freight cars and engines, used in interstate traffic, with automatic couplers and air-brakes, will make necessary an expenditure by this Company during the next two years of about one million dollars. The work of equipping our cars

and engines is progressing favorably, and will be systematically continued with the expectation that its entire cost can be included monthly in the road's current operating expense.

Mr. M. V. B. Edgerly, a member of the Board of Directors, died suddenly on the 18th of March, 1895. The Board, on March 21, 1895, adopted the following resolutions:

Whereas: Mr. M. V. B. Edgerly, a Director of this Company, died

suddenly on the 18th instant; now, therefore, be it

Resolved: That this Board hereby record its appreciation of his great business ability, keen financial insight, and sterling integrity, which made him a most valuable member of the Board; and its deep sense of loss in being deprived of the services and co-operation of a man of such character and worth; and

Resolved: That a copy of these resolutions be sent to his family in token of our sympathy for them in their bereavement, and of our regard for our recent associate.

The continued freedom from serious accidents upon all parts of the Company's lines attests the faithful and painstaking care exercised by all who are employed in its service.

For full details concerning the administration and condition of your property, reference is made to the appended reports of the General Auditor, the Trustees of the Sinking Fund, and the Trustees of the Eastern Railroad.

By order of the Board of Directors,

LUCIUS TUTTLE,

President.

BOSTON, Sept. 10, 1895.

# REPORT OF THE GENERAL AUDITOR.

BOSTON AND MAINE RAILROAD,

ACCOUNTING DEPARTMENT,

BOSTON, Aug. 24, 1895.

To the President and Directors of the Boston and Maine Railroad.

Gentlemen: I herewith hand you statements showing in detail the results of the operation of the Boston and Maine Railroad for the year ending June 30, 1895. The cash on hand, as stated on balance sheet, was verified by me and found to be correct.

No. 1. Statement of Earnings, Expenses and Disposition of Net Earnings for the year.

No. 2. General Balance Sheet.

No. 3. Profit and Loss Account.

No. 4. Gross Transportation Earnings, Operating Expenses and Net Transportation Earnings, by months.

No. 5. Gross Earnings in Detail.

No. 6. Operating Expenses in Detail.

No. 7. Description of Road.

No. 8. Debt and Interest Accrued.

No. 9. Mileage and Traffic Statistics.

No. 10. Description of Rolling Stock.

No. 11. Performance of Locomotives.

No. 12. Report of Trustees of Sinking Fund for redemption of Boston and Maine Improvement Bonds.

No. 13. Report of Trustees Eastern Railroad.

All of which are respectfully submitted.

WILLIAM J. HOBBS,

General Auditor.

No. 1.

### EARNINGS, EXPENSES AND DISPOSITION OF NET EARNINGS FOR THE YEAR ENDING JUNE 30, 1895.

Transportation Earnings.	Per Cent.	Earnings.
Passengers	45.908	\$7,754,997 90
Extra Baggage and Storage	.409	69,118 79
Expresses	3.132	529,056 47
Mails	1.565	264,278 49
Total Passenger Department	51.014	\$8,617,451 68
Freight	48.986	8,274,862 19
Total Transportation Earnings	100.	\$16,892,313 84

### OPERATING EXPENSES.

GENERAL EXPENSES OF OFFICE AND PROPERTY.		
Salaries, Office and General Expenses	\$182,442 30	
Legal Expenses	123,653 97	
nsurance and Fire Losses		
Cenement Expenses		
GENERAL EXPENSES OF	-	\$457,176 9
TRANSPORTATION.		
Eastern Transfer Expenses	\$4,337 33	7
njuries and Damages		
Telegraph Expenses	155,588 17	
Crossing Expenses		
Drawbridge and Signal Expenses	176,069 88	
witchmen and Station Watchmen	228,066 13	
Removing Ice and Snow	93,049 00	1 000 510 0
PASSENGER TRANSPORTATION EXPENSES.		1,080,519 0
Superintendence and General Expense		
dvertising		
Passenger Train Expenses		
Passenger Station Expenses		
Mileage of Passenger Cars	17,503 75	1,386,214 4
FREIGHT TRANSPORTATION EXPENSES.		1,000,211
Superintendence and General Expense	\$167,321 54	
reight Train Expenses	779,875 73	
reight Station Expenses		
fileage of Freight Cars	249,393 30	0 101 081 0
MOTIVE POWER EXPENSES.		2,104,651 9
Superintendence and General Expense	\$101,518 32	
Repairs of Tools and Machinery	23,802 73	
Repairs of Locomotives	293,956 20	
New Locomotives		
Water Supply		
Locomotive Expense	971,641 55	E C Y
Fuel for Locomotives	1,479,229 28	
		3,041,462 6

### EARNINGS, EXPENSES, ETC .- Continued.

	1	
MAINTENANCE OF CARS.		
Superintendence and General Expense Repairs of Tools and Machinery Repairs of Passenger, Baggage, Mail and Ex-	\$22,808 13 16,686 85	
press Cars New Passenger, Baggage, Mail and Express	395,345 75	
Cars Repairs of Freight Cars	64,371 59 384,098 70	
New Freight Cars.  Repairs of Construction and Tool Cars.  Repairs of Snow-Ploughs.  Oiling, Cleaning and Inspecting Cars.	5,829 34 11,205 82 2,973 52 177,090 31	
MAINTENANCE OF WAY AND BUILDINGS.		\$1,080,410 01
Superintendence and General Expense.  Maintenance of Road-Bed and Track.  Steel Rails laid.  Iron Rails laid.	\$29,134 08 1,067,742 24 214,044 21 452 81	
Ties laid	217,037 31 193,730 52	
Maintenance of Buildings and Structures	721,952 09	2,444,093 26
Total  Approp'n for Equipment under Construction		\$11,594,528 30 200,000 00
Total Operating Expenses (69.822 per cent.)		\$11,794,528 30
Net Transport'n Earnings (30.178 per cent.)		\$5,097,785 54
OTHER INCOME.	6907 191 05	
Rents of Tenements, Land, etc. Income from Investments Income from use of Road. Income from Grain Elevators.	\$297,131 05 231,047 60 6,852 86 13,666 27	
Eastern Transfer Earnings Interest	10,099 11 30,575 38	
Miscellaneous Income	18,381 81	607,754 08
Net Income		\$5,705,539 62
Taxes	\$824,572 55	
INTEREST. Interest on Funded Debt \$1,076,801 80 Interest on Charlestown Land		
Mortgage Notes, &c 28,887 96	1,105,689 76	
RENT OF OTHER ROADS.  Boston & Lowell R.R \$728,922 00		
Connecticut River R.R 351,600 00 Worcester, Nashua & Rochester		
R.R		
Northern R.R		
Central Massachusetts R.R 176,500 00 Portland, Saco & Portsmouth R.R. 90,500 00		
Nashua & Lowell R.R 73,000 00		
Lowell & Andover R.R 52,500 00 Portsmouth & Dover R.R 46,140 00		
Carried forward \$2,255,542 00	\$1,930,262 31	\$5,705,539 62

### EARNINGS, EXPENSES, ETC .- Concluded.

Brought forward.       \$2,255,542       00         Massawippi Valley Railway.       36,000       00         Peterboro' R.R.       15,700       00         Eastern R.R. in New Hampshire.       22,500       00	\$1,930,262 31	\$5,705,539 62
Stony Brook R.R.       21,500 00         Wilton R.R.       20,400 00         Kennebunk and Kennebunkport R.R.       2,925 00         Sundry Track Rentals       21,679 38	0.000.040.00	
Total First Charges	2,396,246 38	4,326,508 69
Surplus of Net Income over First Charges		\$1,379,030 93
Deduct Amount paid Trustees Sinking Funds, less Bonds purchased and cancelled by them.		72,749 78
Balance of Surplus Applicable to Dividends		\$1,306,281 18
DIVIDENDS DECLARED FROM EARNINGS OF THE YEAR.		
Preferred Stock, three per cent, paid Sept. 1,	004 404 00	
1894 Preferred Stock, three per cent, paid March 1,	\$94,494 00	
1895 Common Stock, one and one-half per cent, paid	94,494 00	
Nov. 15, 1894, on 174,168 shares	261,252 00	
Common Stock, one and one-half per cent, paid Feb. 15, 1895, on 174,168 shares Common Stock, one and one-half per cent,	261,252 00	
paid May 15, 1895, on 174,168 shares	261,252 00	
Common Stock, one and one-half per cent, de- clared payable August 15, 1895, on 174,169		
shares	261,253 50	1,233,997 5
Balance in Excess of all Charges and Dividends		\$72,283 6

No. 2.

### GENERAL BALANCE SHEET, JUNE 30, 1895. RESOURCES.

CONSTRUCTION.		
Grading and Masonry Bridges Superstructure and Rails. Land, Land Damage, and Fences. Passenger and Freight Stations, etc. Engine-Houses, Car-Sheds, and Turn-Tables. Shops, Machinery, and Tools. Engineering and General Expenses Interest and Discount. Boston Passenger Terminals.	\$6,482,835 29 3,406,171 54 6,446,436 58 7,465,386 02 3,272,817 92 59,785 29 557,934 58 960,035 77 434,116 80 2,234,134 97	
Total Construction		\$31,856,654 76
EQUIPMENT.		
Locomotives (324)  Snow-Ploughs on Wheels (51)  Passenger, Baggage, Mail and Express Cars (659)  Freight and other Cars (4,880)  Harbor Transfer Barge	\$1,423,165 06 18,766 31 1,560,379 51 1,575,839 03 5,000 00	
Total Equipment		4,583,149 91
Total Construction and Equipment		\$36,439,804 67
INVESTMENTS.		
\$300,000 Bonds of Newburyport Railroad \$125,000 Bonds of Danvers Railroad 25,160 Shares Stock of Maine Central Railroad 18,214 Shares Stock of Boston and Maine Railroad 4,821 Shares Stock of Portland and Rochester Railroad 4,971 Shares Stock of York Harbor and Beach Railroad	\$298,464 95 125,000 00 2,516,000 00 1,585,755 91 482,050 00	
4,821 Shares Stock of Portland and Rochester Railroad	248,550 00 146,238 80 125,000 00 25,000 00 15,000 00 4,375 00	
809 Shares Stock of St. Johnsbury and Lake Champlain R.R. (Par \$50) 1,359 Shares Stock of Newburyport R.R. 471 Shares Stock of Danvers K.R. 15 Shares Stock of Eastern R.R. in N.H. 240 Shares Stock of St. John Bridge and Railway Extension Co. (Par \$50). 3 Shares Stock of Portsmouth and Dover Railroad.	4,303 56 4,077 00 2,345 00 900 00 684 00 390 00	
Total Stocks and Bonds	\$5,584,134 22	
Steamer "Mt. Washington" and Wharves	73,455 32 52,261 43 671,093 53	
Total Investments		6,380,944 50
CASH ASSETS.  Cash	\$2,318,110 47 1,022,488 47 556,448 84 1,577,456 55 669,885 48 193,888 96 1,131,136 17	
Total Cash Assets		7,469,414 94
SUNDRY ITEMS.		
Improvement Accounts of Leased Roads	\$515,657 07 341,496 36 273,531 72 334,085 67	
Total Sundry Items		1,464,770 82
		\$51,754,934 93

### GENERAL BALANCE SHEET - Concluded. LIABILITIES.

CAPITAL STOCK.		
Soston and Maine Railroad, Common, 187,383 shares Soston and Maine Railroad, Common, — Scrip Eastern Railroad, Common, 1 share†	\$18,738,300 00 816 72 83 28	
Total Common Stock	\$18,739,200 00	
Boston and Maine Railroad, Preferred, 31,498 shares	3,149,800 00	
Total Capital Stock		\$21,889,000
FUNDED DEBT.		
Bonds due Jan. 1, 1944, 4½ per cent	\$6,000,000 00	
Sonds due Aug. 1, 1942, 4 per cent	2,500,000 00	
mprovement Bonds due Feb 2, 1905, 4 per cent	1,000,000 00	
mprovement Bonds due Feb. 1, 1907, 4 per cent	500,000 00	
J.S. Gold Certificates of Indebtedness, Eastern Railroad, due	1,919,000 00	
Sept. 1, 1906, 6 per centterling Certificates of Indebtedness, Eastern Railroad, due	7,179,000 21	
Sept. 1, 1906, 6 per cent — £320,000	1,557,280 00	
ortsmouth. Great Falls and Conway Railroad Ronds due	998,000 00	
June 1, 1937, 4½ per cent		
Dec. 1, 1892, 6 per cent	2,000 00	
Total funded Debt		21,655,280
Total Capital Stock and Funded debt		\$43,544,280
Charlestown Land Mortgage Notes, due Sept. 1, 1906		594,800
CURRENT LIABILITIES.		
Current Bills	\$717,396 16	
Unpaid Wages	228,141 43	
Sond Interest uncalled for	159,205 12	
Dividends uncalled for	30,339 25	
Current Traffic Balances due other Companies	460,707 60	
Oue to Companies and Individuals	69,600 83	
tent of Leased Roads, due July 1	687,934 00	
Total Current Liabilities		2,353,324
SUNDRY ITEMS.		
cerued Rentals not yet due	\$287,971 61	
cerued Taxes not yet due	267,210 68	
oston and Lowell Railroad Lease Account	367,003 25	
onnecticut and Passumpsic Rivers Railroad Losso Assemb	392,048 20 155,928 82	
onnecticut River Railroad Lease Account	451,791 81	
njury Fund	150,000 00	
ppropriation for Equipment under construction	200,000 00	
inking Funds for Redemption of Bonds	556,448 84	
uspense Account	818,125 16	
Total Sundry Items		3,646,528
notit and some		
rofit and Loss		1,616,001

<sup>\*</sup> NOTE. — The books show, at the end of each month, the total liability for the month for materials purchased, wages due employees, and balances due connecting roads, all of which are settled as soon as the accounts, the Convertible into Boston and Maine Railroad Common Stock.

\* Declared from earnings of the previous year. † Contains the dividend of 14 per cent on Common Stock, amounting to \$251,253.50, declared payable August 15, 1895.

\$1,601,701 17	16,892,313 84		607,754 08		\$19,101,769 09	\$1,616,001 96
vrnings:————————————————————————————————————	69,118 529,056 264,278 8,274,862	\$297,131 s \$231,047 d 6,852	Income from Grain Elevators, 13,666 27     Eastern Transfer 10,099 11     Interest 30,575 38     Miscellaneous 18,381 81			+Balance to next year's account
\$11,794,528 30	72,749 75			1,233,993 00	\$19,101,769 09	
To Operating Expenses	To Sinking Fund Payments, less E. R.R. Bonds purchased and cancelled by Trustees	e. 1894, 3 per cent §	261	261	Balance June 30, 1895	
	\$824,572 55 1,105,689 76 2,396,246 38 Passenger\$7,754,997 90	\$11,794,528 30 By Balance June 30, 1894  \$12,396,246 38  4,326,508 69  Extra Baggage  Express  Rail  Freight  Express  Expres	\$824,572 55 1,105,689 76 2,396,246 38 4,326,508 69 Extra Baggage Extra Baggage Extra Baggage  2,394,494 00  By Transportation Earnings:  Rants  By Miscellaneous Income:  Rents  Rents  \$231,047 60 Income from Use of Road  \$8524,578 86  \$231,047 60 Income from Use of Road  \$8528 86	\$24,572 55  1,105,689 76  2,396,246 38  4,926,508 69  Extra Baggage  Extra Baggag	\$24,572 55  1,105,689 76  2,396,246 38  4,326,508 69  By Transportation Earnings:—  Ration Balance June 30, 1894.  81,326,508 69  Extra Baggage  By Transportation Earnings:—  Ration Balance June 30, 1897 90  Extra Baggage  By Transportation Earnings:—  Ration Balance June 30, 1897 90  Extra Baggage  By Transportation Earnings:—  Ration Balance June 30, 1897 90  Extra Baggage  By Transportation Earnings:—  Ration Balance June 30, 1897 90  Extra Baggage  By Transportation Earnings:—  Ration Balance June 30, 1897 90  Extra Baggage  By Miscellaneous Income:—  Ration Balance June 30, 1897 90  Extra Baggage  By Miscellaneous Income:—  Ration Balance June 30, 1897 90  Extra Baggage  By Miscellaneous  By Miscellaneous  By Miscellaneous  By Miscellaneous  By Ration Balance June 30, 1897 90  Extra Baggage  By Miscellaneous  By Miscellaneous  By Ration Balance June 30, 1897 90  Extra Baggage  By Athy By 10  By Miscellaneous  By Miscellaneous  By Ration Balance June 30, 1897 90  Extra Baggage  By Athy By 10  Extra Baggage  By Athy By 10  Extra Baggage  By Transportation Balance June 30  By Transportation Balance June 30  Extra Baggage  By Transportation Balance June 30  Extra Baggage  By Transportation Balance June 30  Extra Baggage  By Transportation Balance June 30  Extra By Transportation Balance June 30  Extra Baggage  By Transportation Balance June 30  Extra Baggage  By Transportation Balance June	\$824,572 55 1,105,689 76 2,396,246 38 4,326,508 69  By Transportation Earnings:—  Passenger.  Extra Baggage  Extra Baggage

No. 4.

### GROSS TRANSPORTATION EARNINGS, OPERATING EXPENSES, AND NET TRANSPORTATION EARNINGS, BY MONTHS, FOR THE YEAR ENDING JUNE 30, 1895.

Months.	Gross Transportation Earnings.	Operating Expenses.	Net Transportation Earnings.		
July, 1894	\$1,409,152 03	\$835,925 09	\$573,226 94		
August	1,612,455 73	880,087 45	732,368 28		
September	1,561,408 31	1,073,550 50	487,857 81		
October	1,579,474 47	872,810 65	706,663 82		
November	1,423,229 68	960,599 05	462,630 63		
December	1,307,710 56	1,205,177 51	102,533 05		
January, 1895	1,243,573 96	868,780 63	374,793 33		
February	1,096,870 47	827,075 94	269,794 53		
March	1,328,873 29	936,968 39	391,904 90		
April	1,385,547 07	917,609 14	467,937 93		
May	1,464,862 85	960,451 18	504,411 67		
June	1,479,155 42	1,455,492 77	23,662 65		
Total	\$16,892,313 84	\$11,794,528 30	\$5,097,785 54		
		69.822%	30.178%		

No. 5.

	Total Earn- ings from all Sources.		\$726 48 \$11,359 64 \$1,470,831 20	1,642,965 03	1,590,685 49	1,644,331 39	1,451,826 54	1,370,150 17		418 99 10,169 03 1,311,943 91	1,132,443 74	1,363,338 32	1,447,964 09	1,494,309 65	1,579,278 39	6,852 86 72,722 57 17,500,067 92	
1895.	Miscella- neous Income.		\$11,359 64	4,983 47	4,371 29	3,817 32	3,574 63	3,546 20		10,169 03	2,442 42	2,319 26	4,109 66	5,194 38	16,835 27	72,722 57	
JUNE 30,	Income from Use of Road.		\$726 48	1,224 98	1,493 38	1,253 20	1,302 09	*1,562 47			350 68	263 73	471 74	468 52	441 54		
ENDING JU	Income from In- vestments and Rents.		\$49,593 05	24,300 85	23,412 51	59,786 40	23,720 14	60,455 88		57,781 93	32,780 17	31,882 04	57,835 62	23,783 90	82,846 16	528,178 65	
YEAR	Total Transporta- tion Earnings.		\$1,409,152 03	1,612,455 73	1,561,408 31	1,579,474 47	1,423,229 68	1,307,710 56		644,677 34 1,243,573 96	1,096,870 47	1,328,873 29	1,385,547 07	1,464,862 85	1,479,155 42	264,278 498,617,451,658,274,862 1916,892,313 84 528,178 65	
FOR THE	Freight.		\$587,818 57	686,429 29	88 696,989	810,030 34	728,109 94	668,726 37			550,979 09	707,641 31	703,187 12	768,276 39	732,017 05	8,274,862 19	* Debit.
SOURCES	Total Passenger Department.		\$821,333 46	926,026 44	874,438 93	769,444 13	695,119 74	638,984 19		598,896 62	545,891 38	621,231 98	682,359 95	696,586 46	747,138 37	8,617,451,65	* D
ALL	Mails.		\$22,021 12	22,027 41	22,014 85	22,027 42	22,046 11	22,021 12		22,027 42	22,008 54	22 021 12	22,021 12	22,027 44	22,014 82	264,278 49	
GS FROM	Express.		\$44,851 25	44,370 29	44,129 98	44,024 08	43,669 36	43,467 15		42,976 98	42,921 79	42,843 49	44,250 66	45,719 95	45,831 49	529,056 47	
EARNINGS	Extra Baggage and Storage.		\$4,900 89	6,956 82	7,716 41	6,898 17	5,233 02	3,742 49		4,712 25	5,457 43	5,244 70	5,817 43	6,463 51	5,975 67	69,118 79	
GROSS	Passengers.		\$749,560 20	852,671 92	800,577 69	696,494 46	624,171 25	569,753 43		529,179 97	475,503 62	551,122 67	610,270 74	622,375 56	673,316 39	7,754,997 90	
	MONTHS.	1894.	July \$749,560 20 \$4,900 89 \$44,851 25 \$22,021 12 \$821,333 46 \$587,818 57 \$1,409,152 03 \$49,593 05	August	September	October	November	December	1895.	January	February	March	April	May	June	TOTAL \$7,754	

### No. 6.

### OPERATING EXPENSES IN DETAIL FOR THE YEAR ENDING JUNE 30, 1895.

GENERAL EXPENSES OF OFFICE AT	ND PROPERT	Y.	
Salaries of General Officers and Clerks	\$122,029 13		
General Office Expenses			
Expenses of Directors' and Pay Cars	9,336 37		
Stationery, Printing and Advertising for Office	11,259 37		
Contingent Expenses	24,361 82		
Contingent Expenses	21,001 02	\$182,442	30
Legal Expenses		123,653	
Insurance Premiums, Account of Fire	\$72,018 40	120,000	
Protection against Fire			
Fires set by Locomotives	23,235 52		
Miscellaneous Fire Losses	200 00		
		109,010	96
Tenement Expenses		42,069	
Total General Expenses of Office and Property		\$457,176	90
Total General Expenses of Office and Property		\$101,110	00
CENTRAL EXPENSES OF TRANS	DODTITION		
GENERAL EXPENSES OF TRANS	PORTATION.		
Eastern Transfer Expenses		\$4,337	38
Injuries and Damages to Employees	\$63,405 85		
Injuries and Damages to Live Stock			
Injuries and Damages to Passengers	24,341 68		
Injuries and Damages to Property, Trespassers			
and Others	60,402 44	110 100	
m. 1 . 7	A10× 000 00	149,126	77
Telegraph Expenses, Salaries and Wages			
Telegraph Expenses, Supplies, etc	1,181 92		
Telegraph Expenses, Stationery and Printing	2,059 29		
Repairs of Telegraph Line	6,854 84 9,511 22		
Telephone Expenses	9,511 22	155 500	12
Wages of Crossing-Tenders	\$267,950 70	155,588	11
Fuel and Supplies for Crossings	6,331 04		
ruer and Supplies for Crossings	0,001 01	274,281	7
Wages of Draw-Tenders	\$32,854 22	214,201	4 2
Fuel and Supplies for Drawbridges	1,386 52		
Fuel and Supplies for Drawbridges	1,000 02	34,240	7
Wages of Signal-Men	\$61,737 76	01,210	
Fuel and Supplies for Signal-Men	6,242 53		
ruer and Supplies for Signar-Men	0,212 00	67,980	29
Automatic and Electric Signals		73,848	
Wages of Switchmen	\$169,104 15		-
Fuel and Supplies for Switchmen	9,880 33		
		178,984	48
Wages of Station Watchmen	\$48,931 43		
Supplies for Station Watchmen	150 22		
		49,081	6
Removing Ice and Snow, Labor and Supplies	\$88,248 72		
Removing Ice and Snow, Locomotive Use		02 040	O
Removing Ice and Snow, Locomotive Use		93,049	OC
Removing Ice and Snow, Locomotive Use		95,049	U

	C.—Continued	•	
PASSENGER TRANSPORTATION E	XPENSES.		
General Superintendence and Clerks	\$77,399 24		
General Office Expenses			
Stationery and Printing	9,441 63		
Tickets and Degrees Checks	9,441 00		
Tickets and Baggage Checks	35,684 03		
Contingent Expenses			
Loss and Damage of Baggage	5,521 82		
Donalon Adventicing	A00 041 00	\$141,377	8
Regular Advertising			
Special Advertising			
Outside Agencies	7,356 25		
Supervision and Coneval Expense Passanger Trains	005 040 17	45,391	6.
Supervision and General Expense, Passenger Trains			
Wages of Conductors and Trainmen			
Wages of Shifters and Yardmen	29,584 33		
Heating and Lighting Passenger Trains	83,467 18		
Lubricating Oil, Waste and Tallow for Passenger			
Trains	7,240 02		
Stationery and Printing for Passenger Trains	3,686 62		
Miscellaneous Supplies and Expenses, Passenger			
Trains			
Wrecking Expenses			
Totaling Expenses	1,000 07	600 140	0
	*****	600,149	U
Agents and Station Labor	\$384,122 18		
Water, Heating and Lighting, Passenger Stations.	117,257 82		
Stationery and Printing for Passenger Stations	7,510 34		
Furniture and Miscellaneous Supplies, Passenger			
Stations	17,122 03		
Miscellaneous Expenses of Passenger Stations	55,779 77		
		581,792	
Mileage of Passenger Cars		17,503	7
Total Passenger Transportation Expenses		\$1,386.214	4
FREIGHT TRANSPORTATION EX	PENSES		
General Superintendence and Clerks			
General Superintendence and Clerks	\$33,433 10		
General Office Expenses			
Stationery and Printing			
Advertising and Soliciting Freight Business	6,253 69		
Line Expenses			
Loss and Damage of Freight	30,790 12		
Contingent Expenses	3,080 30		
ovariangeme English and English	0,000 00	\$167,321	5
	950 971 95	φ101,021	0
Supervision and Coneral Evnense Freight Trains			
	418,551 03		
Wages of Conductors and Trainmen	0.00 504		
Wages of Conductors and Trainmen	262,781 09		
Wages of Conductors and Trainmen Wages of Shifters and Yardmen Heating and Lighting Freight Trains	262,781 09 7,944 97		
Wages of Conductors and Trainmen	7,944 97		
Wages of Conductors and Trainmen.  Wages of Shifters and Yardmen  Heating and Lighting Freight Trains.  Lubricating Oil, Waste and Tallow for Freight  Trains.	7,944 97 6,315 82		
Wages of Conductors and Trainmen	7,944 97		
Wages of Conductors and Trainmen	7,944 97 6,315 82		
Wages of Conductors and Trainmen	7,944 97 6,315 82 3,506 65		
Wages of Conductors and Trainmen.  Wages of Shifters and Yardmen.  Heating and Lighting Freight Trains.  Lubricating Oil, Waste and Tallow for Freight  Trains.  Stationery and Printing for Freight Trains.  Miscellaneous Supplies and Expenses, Freight  Trains.	7,944 97 6,315 82		
Wages of Conductors and Trainmen.  Wages of Shifters and Yardmen.  Heating and Lighting Freight Trains.  Lubricating Oil, Waste and Tallow for Freight  Trains.  Stationery and Printing for Freight Trains.  Miscellaneous Supplies and Expenses, Freight  Trains.	7,944 97 6,315 82 3,506 65 20,188 82		7
Wages of Conductors and Trainmen.  Wages of Shifters and Yardmen  Heating and Lighting Freight Trains.  Lubricating Oil, Waste and Tallow for Freight  Trains.  Stationery and Printing for Freight Trains.  Miscellaneous Supplies and Expenses, Freight  Trains.  Wrecking Expenses.	7,944 97 6,315 82 3,506 65 20,188 82 10,316 10	779,875	7
Wages of Conductors and Trainmen Wages of Shifters and Yardmen Heating and Lighting Freight Trains Lubricating Oil, Waste and Tallow for Freight Trains. Stationery and Printing for Freight Trains Miscellaneous Supplies and Expenses, Freight Trains. Wrecking Expenses Agents and Station Labor	7,944 97 6,315 82 3,506 65 20,188 82 10,316 10 \$838.367 70	779,875	7.
Stationery and Printing for Freight Trains  Miscellaneous Supplies and Expenses, Freight Trains  Wrecking Expenses	7,944 97 6,315 82 3,506 65 20,188 82 10,316 10 \$838,367 70 29,823 96	779,875	7:
Wages of Conductors and Trainmen.  Wages of Shifters and Yardmen.  Heating and Lighting Freight Trains.  Lubricating Oil, Waste and Tallow for Freight Trains.  Stationery and Printing for Freight Trains.  Miscellaneous Supplies and Expenses, Freight Trains.  Wrecking Expenses.  Agents and Station Labor.  Water, Heating and Lighting, Freight Stations.  Stationery and Printing for Freight Stations.	7,944 97 6,315 82 3,506 65 20,188 82 10,316 10 \$838,367 70 29,823 96 22,324 63	779,875	7.
Wages of Conductors and Trainmen.  Wages of Shifters and Yardmen.  Heating and Lighting Freight Trains.  Lubricating Oil, Waste and Tallow for Freight Trains.  Stationery and Printing for Freight Trains.  Miscellaneous Supplies and Expenses, Freight Trains.  Wrecking Expenses.  Agents and Station Labor.  Water, Heating and Lighting, Freight Stations.  Stationery and Printing for Freight Stations.  Miscellaneous Supplies for Freight Stations.	7,944 97 6,315 82 3,506 65 20,188 82 10,316 10 \$838,367 70 29,823 96 22,324 63 8,752 27	779,875	7:
Wages of Conductors and Trainmen.  Wages of Shifters and Yardmen.  Heating and Lighting Freight Trains.  Lubricating Oil, Waste and Tallow for Freight Trains.  Stationery and Printing for Freight Trains.  Miscellaneous Supplies and Expenses, Freight Trains.  Wrecking Expenses.  Agents and Station Labor.  Water, Heating and Lighting, Freight Stations.  Stationery and Printing for Freight Stations.  Miscellaneous Supplies for Freight Stations.	7,944 97 6,315 82 3,506 65 20,188 82 10,316 10 \$838,367 70 29,823 96 22,324 63	779,875	7
Wages of Conductors and Trainmen.  Wages of Shifters and Yardmen  Heating and Lighting Freight Trains.  Lubricating Oil, Waste and Tallow for Freight  Trains.  Stationery and Printing for Freight Trains.  Miscellaneous Supplies and Expenses, Freight  Trains.  Wrecking Expenses.  Agents and Station Labor.  Water, Heating and Lighting, Freight Stations.  Stationery and Printing for Freight Stations.  Miscellaneous Supplies for Freight Stations.  Miscellaneous Expenses of Freight Stations.	7,944 97 6,315 82 3,506 65 20,188 82 10,316 10 \$838,367 70 29,823 96 22,324 63 8,752 27 8,792 78	779,875	
Wages of Conductors and Trainmen. Wages of Shifters and Yardmen Heating and Lighting Freight Trains. Lubricating Oil, Waste and Tallow for Freight Trains. Stationery and Printing for Freight Trains. Miscellaneous Supplies and Expenses, Freight Trains. Wrecking Expenses.  Agents and Station Labor. Water, Heating and Lighting, Freight Stations. Stationery and Printing for Freight Stations. Miscellaneous Supplies for Freight Stations. Miscellaneous Expenses of Freight Stations.	7,944 97 6,315 82 3,506 65 20,188 82 10,316 10 \$838,367 70 29,823 96 22,324 63 8,752 27 8,792 78	779,875	3-
Wages of Conductors and Trainmen. Wages of Shifters and Yardmen Heating and Lighting Freight Trains. Lubricating Oil, Waste and Tallow for Freight Trains. Stationery and Printing for Freight Trains. Miscellaneous Supplies and Expenses, Freight Trains. Wrecking Expenses. Agents and Station Labor. Water, Heating and Lighting, Freight Stations. Stationery and Printing for Freight Stations. Miscellaneous Supplies for Freight Stations.	7,944 97 6,315 82 3,506 65 20,188 82 10,316 10 \$838,367 70 29,823 96 22,324 63 8,752 27 8,792 78	779,875 908,061	34

### OPERATING EXPENSES, ETC .- Continued.

MOTIVE	POWER	EXPENSES.
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Superintendence and Clerks	\$23,371	27		
	728			
Office and Miscellaneous Supplies and Expenses	1,202			
Stationery and Printing				
Engine-House Labor and Expenses	35,482			
Watching Expenses	40,733	00	*****	00
		_	\$101,518	
Repairs of Tools and Machinery			23,802	
Repairs of Locomotives			293,956	20
New Locomotives			97,050	00
Water Supply			74,264	57
Wages of Passenger Enginemen and Firemen	\$374,676	70		
Wages of Passenger Switching Enginemen and	40.2,0.0			
Wages of Passenger Switching Enginemen and	27.025	43		
Firemen	300,165			
Wages of Freight Enginemen and Firemen	300,103	01		
Wages of Freight Switching Enginemen and Fire-	100 110	0.1		
men	168,118	31	000 000	0=
			869,986	05
Cleaning Passenger Engines	\$39,377			
Cleaning Freight Engines	42,823	51		
	-	_	82,201	10
Headlight and Illuminating Oil	\$2,078	55		
Lubricating Oil, Waste and Tallow	9,081	36		
Lanterns, Tools and Small Stores	8,294			
Lanteins, 1001s and Sman Stores	0,502		19,454	40
Total for Descensor Lecomotives	9669 674	49	20,201	
Fuel for Passenger Locomotives	20,618	90		
Fuel for Passenger Switching Locomotives				
Fuel for Freight Locomotives	611,997			
Fuel for Freight Switching Locomotives	182,938	48	- 150 000	oin
			1,479,229	28
West 1 Medius Deman Francisco			\$3,041,462	65
Total Motive Power Expenses			do,011,105	00

Superintendence and Clerks Office and Miscellaneous Supplies and Expenses Stationery and Printing. Watching Expenses	\$13,584 393 1,188 7,642	10 84	\$99.202	19
Repairs of Tools and Machinery	\$124,550 270,795		\$22,808 16,686	85
New Passenger, Baggage, Mail, and Express Cars General Repairs of Local Freight Cars General Repairs of Foreign Freight Cars	\$304,758 79,340		64,371 384,098	59
New Freight Cars	\$5,585 5,620		5,829	34
Repairs of Snow-Ploughs Oiling, Cleaning and Inspecting Passenger Cars Oiling, Cleaning and Inspecting Freight Cars	\$134,438 42,651	54 77	2,973 177,090	52

MAINTENANCE OF CARS.

Total Maintenance of Cars.....

\$1,080,410 01

### OPERATING EXPENSES, ETC. - Concluded.

MAINTENANCE OF WAY AND BUIL	LDINGS			
Superintendence and Clerks	\$8,634	84		
Office and Miscellaneous Supplies	489			
Stationery and Printing	1.480			
Engineering	14,881			
Watching Expenses	3,647			
_		-	\$29,134	08
General Repairs of Track, Labor \$6	605,262	43		
General Repairs of Track, Material	14,141			
	243,330			
Joint Fastenings	42,040			
Frogs and Switches	58,392			
Track Spikes	12,074			
Hand-Cars and Tools	20,036			
Road Crossings	37,042			
Signs and Mile-Posts	4,652			
Fencing	27,969			
Real Estate for Track	2,800			
	and the same of		1,067,742	24
Steel Rails laid \$2	214.044	21	-11	
Iron Rails laid	452			
		_	214,497	02
Cross Ties laid	90,621	16		
Switch Ties laid	26,416			
			217,037	31
Bridges and Culverts \$	889,025	38		7.7
Overhead Bridges	18,180			
New Bridges	86,524			
		_	193,730	52
Shops and Storehouses \$	30,400	81		
Tools and Machinery	20,869			
Car-Houses	1,847	92		
Engine-Houses and Turn-Tables	15,362			
Water-Tanks and Pumping Machinery	22,261			
Coal and Wood Sheds and Fixtures	33,675			
	38,469			
Mast Signals, Signal and Section Houses	16,827			
	40,665			
Real Estate for Buildings	1.041			
Furniture and Fixtures for Construction Cars	530			
			721,952	09
Total Maintenance of Way and Buildings			\$2,444,093	26
W-4-7			011 501 500	90
Total			\$11,594,528	
Appropriation for Equipment under Construction			200,000	00
Total Operating Expenses (69.822 per cent)			\$11,794,528	30
zovac operating zapenses ( obiozz per cent).			W11,101,020	-

No. 7. DESCRIPTION OF ROAD.

MAIN LINE.	Miles Owned.	Miles Leased.	Total Miles Operated.
Boston, Mass., to Portland, Me. — Western			
Division	115.31		115.3
Boston, Mass., to New Hampshire State	41.45		11 1
Line — Eastern Division  New Hampshire State Line to Maine State	41.40		41.4
Line — Eastern Railroad in N.H		16.08	16.0
Maine State Line to Portland - Portland,			
Saco and Portsmouth Railroad  Total miles Boston to Portland—Eastern		50.76	50.7
Division — 108.29 Miles.			
Conway Junction to North Conway— North-	70 07		70.0
ern Division	73.37		73.3
Worcester, Nashua and Rochester R.R		94.48	94.4
Boston, Mass., to Lowell, Mass. — Boston			
and Lowell RailroadLowell, Mass., to Nashua, N.H.—Nashua		26.75	26.7
and Lowell Railroad		14.50	14.5
Concord, N.H., to White River Junction,		00 50	20 =
Vt.—Northern Railroad		69.50	69.5
- Conn. and Pass. Rivers R.R		110.30	110.3
Canada Line to Lennoxville, P.Q.—Massa-		01 ==	01 =
wippi Valley Ry North Cambridge Junction, Mass., to North-		34.75	34.7
ampton, Mass. — Central Mass. R.R Springfield, Mass., to Keene, N.H.—Con-		98.77	98.7
		71.00	71.0
necticut River R.R		74.00	74.0
Total length of Main Lines	230.13	589.89	820.0
Branches.			
Medford, double track	2.00		
Methuen, single track, 2.75; double track, 1	3.75		
Somersworth, single track	2.75		
Orchard Beach, single track East Boston, single track, 1.91; double	3.00		
track, 1.56	3.47		- Contract of the Contract of
Charlestown, double track	1.09		
Saugus, double track	9.55		
Swampscott, single track	3.96		
Marblehead, single track	3.52		
Lawrence, Eastern Division, single track,			The state of the s
18.25; double track, 1.64	19.89		No. of the least
South Reading, single track	8.12		E DY LOTE
Gloucester, single track, 10.25; double			Miles 1
track, 6.69	16.94		
Essex, single track	6.00	,	
Asbury Grove, single track	1.06		
Salisbury, single track	3.79		122 13 112
Dover and Winnipisseogee, single track Wolfboro', single track	29.00 12.03		No.

### DESCRIPTION OF ROAD.—Concluded.

	Miles	Miles	Total Miles
	Owned.	Leased.	Operated.
BRANCHES. — Concluded.  Chelsea Beach, single track, .85; double track, 2.49  Newburyport City, single track  West Amesbury, single track  Total length of Branches owned.	3.34 1.97 4.45		139.68
Newburyport and Danvers, single track Kennebunk and Kennebunkport, single track Lowell and Andover, double track Manchester and Lawrence, single track Portsmouth and Dover, single track Stony Brook, single track Wilton, single track Peterborough, single track Manchester and Keene, single track Mystic, single track, 1.40; double track, .85 Lexington, double track Woburn, double track Stoneham, single track Lawrence, Southern Division, single track Salem and Lowell, single track Lowell and Lawrence, single track Lowell and Billerica, single track Chicopee Falls, single track Easthampton, single track. Easthampton, single track. Bristol, single track. Peterborough and Hillsborough, single track Concord and Claremont, single track. Stanstead, single track.  Total length of Branches leased Total length of all Branches, 472,44 miles.		36.24 4.50 8.73 22.39 10.88 13.16 15.50 10.50 29.59 2.25 8.11 6.20 2.50 3.21 16.80 12.42 11.08 7.63 3.50 13.41 18.51 70.90 2.40	332.76
Total miles of Road operated	369.81	922.65	1,292.46
Double Track on Main Line  Double Track on branches	†121.20	101.32	222.52
	26.02	23.89	49.91
Total length of Double Track	147.22	125.21	272.43
	236.80	413.27	650.07
	753.83	1,461.13	2,214.96

<sup>†</sup> Includes 0.83 miles third track.

DEBT AND INTEREST ACCRUED IN DETAIL FOR THE YEAR ENDING JUNE 30, 1895. No. 8.

Interest Accrued for Year.	\$270,000 00 100,000 00 40,000 00 20,000 00 76,760 00 93,436 80 44,910 00 90 00	\$1,076,801 80 28,887 96 \$1,105,689 76
Interest Payable.	Jan. and July 1 Feb. and Aug. 1 Feb. and Aug. 2 Feb. and Aug. 1 Feb. and Aug. 1 Mch. and Sept. 1 Mch. and Sept. 1 June and Dec. 1 June and Dec. 1	Jan. and July 1
Rate of Interest.	4 4 4 4 9 9 4 4 18/9/20/20/20/20/20/20/20/20/20/20/20/20/20/	
Date of Maturity.	Jan. 1, 1944 Aug. 1, 1945 Feb. 2, 1962 Feb. 1, 1967 Feb. 1, 1937 Sept. 1, 1966 Sept. 1, 1996 June 1, 1937 Dec. 1, 1892	Sept. 1, 1906
Amount Outstanding.	\$6,000,000 00 2,500,000 00 1,000,000 00 1,919,000 00 1,517,380 00 1,557,280 00 998,000 00 *2,000 00 *2,000 00	\$21,655,280 21 594,800 00 \$22,250,080 21
DESCRIPTION.	Boston & Maine R.R. Bonds.  Boston & Maine R.R. Bonds.  Boston & Maine R.R. Improvement Bonds.  Boston & Maine R.R. Improvement Bonds.  Boston & Maine R.R. Improvement Bonds.  Eastern R.R. Ctf's of Indebtedness, U.S. Gold.  Eastern R.R. Ctf's of Indebtedness, Sterling £320,000, Ports., Gt. Falls and Conway R.R. Bonds  Ports., Gt. Falls and Conway R.R. Bonds (6%).	Total Funded Debt and Interest

(A) One year on \$7,179,000,00. Two months on \$86,500.00.

\* To be exchanged when presented for 4½ bonds.

No. 9.
MILEAGE AND TRAFFIC STATISTICS.

	Year Ending June 30, 1893.	Year Ending June 30, 1894.	Year Ending June 30, 1895.
Miles run by Passenger Trains	6,926,620 4,605,340	6,880,536 4,200,367	6,577,839 4,274,488
Miles run in Passenger and Freight Switching	2,541,601 509,095	$\substack{2,449,280\\421,794}$	2,623,785 $298,442$
Total Train Miles	14,582,656	13,951,977	13,774,554
Average Gross Earnings per mile of road operated	\$13,763 15	\$12,853 56	\$13,540 12
per mile of road operated	13,343 22	12,348 49	13,069 89
road operated	9,048 04	8,401,79	9,125 64
per mile of road operated	4,295 18	3,946 70	3,944 23
per Revenue Train Mile	1 50	1 44	1 50
Train Mile	1 02	98	1 09
Revenue Train MileAverage Gross Transportation Earnings	48	46	4
per Total Train Mile Average Operating Expenses per Total	1 18	1 14	1 25
Train Mile	80 38	78 36	30
PASSENGER TRAFFIC.			
Number of season-ticket passengers carried Number of local passengers carried (in-	3,486,181	3,217,723	3,174,954
cluding season)	35,146,130 1,101,471	32,252,843 1,132,019	31,252,810 1,127,43
Total number of passengers carried	36,247,601	33,384,862	32,380,24
Number of local passengers carried one mile (including season)	402,252,465	382,956,580	382,224,226
Number of foreign passengers carried one mile	67,070,851	64,578,091	62,272,414
Total number of passengers carried one mile	469,323,316	447,534,671	444,496,640
Number of passengers to Boston (includ- ing season)	11,893,651	10,778,701	10,282,550
cluding season)	11,775,394	10,875,918	10,417,460
and from Boston	1,947,680 95	1,869,074	1,731,835
Average distance travelled per passenger	$12\frac{95}{100}$ miles	$13\frac{41}{100}$ miles	$13\frac{73}{100}$ mile

### MILEAGE AND TRAFFIC STATISTICS. - Concluded.

	Year Ending June 30, 1893.	Year Ending June 30, 1894.	Year Ending June 30, 1895.
PASSENGER TRAFFIC Concluded.			
Average rate of fare per mile received from season-ticket passengers	0. 690 cent	0. 686 cent	$0.\frac{667}{\text{cent}}$
Average rate of fare per mile received from local passengers (including season)	$1.\frac{786}{\text{cents}}$	$1.\frac{748}{\mathrm{cents}}$	$1.\frac{734}{\mathrm{cents}}$
Average rate of fare per mile received from local passengers (not including season)	$1.\frac{994}{\text{cents}}$	$1.\frac{948}{\mathrm{cents}}$	$1.\frac{935}{\text{cents}}$
Average rate of fare per mile received from foreign passengers	$1.\frac{905}{\text{cents}}$	$1.\frac{860}{\mathrm{cents}}$	$1.\frac{810}{\text{cents}}$
Average rate of fare per mile received from all passengers	$1.\frac{803}{\text{cents}}$	$1.\frac{764}{\text{cents}}$	$1.\frac{745}{\text{cents}}$
FREIGHT TRAFFIC.			
Number of tons of local freight carried. Number of tons of foreign freight carried	4,222,406 3,842,761	3,938,406 3,450,867	4,367,36 4,013,96
Total number of tons of freight car- ried	8,065,167	7,389,273	8,381,32
Tons of local freight carried one mile Tons of foreign freight carried one mile	169,282,054 349,954,567	157,955,510 311,566,538	178,658,46 357,013,37
Total tons of freight carried one mile	519,236,621	469,522,048	535,671,84
Average length of haul per ton of freight	$64\frac{38}{100}$ miles	$63\frac{54}{100}$ miles	$63\frac{91}{100}$ mile
Average rate per ton per mile received on local freight	$2.\frac{600}{\text{cents}}$	$2.\frac{584}{\text{cents}}$	$2.\frac{578}{\text{cents}}$
Average rate per ton per mile received on foreign freight		$1.\frac{020}{\text{cents}}$	$1.\frac{028}{\text{cents}}$
Average rate per ton per mile received on all freight	$1.\frac{538}{\text{cents}}$	$1.\frac{546}{\text{cents}}$	$1, \frac{545}{\text{cents}}$

No. 10.

### ROLLING STOCK JUNE 30, 1895.

	Ownedby	0 11	
	Boston	Owned by	
DESCRIPTION.	& Maine	Leased	Total.
		Roads.	
	Railroad.		
LOCOMOTIVES.			
Passenger	189	135	324
Freight	73	57	130
Switching	62	50	112
Switching	02	50	112
Total Number Locomotives	324	242	566
PASSENGER EQUIPMENT.			
Passenger Cars	540	*307	847
Parlor Cars	0	77.7	7
Sleeping Cars	6	7 0	6
Directors' and Pay Cars			
	2	*32	3
Baggage Cars	78		110
Mail Cars	11	10	21
Express Cars	5	0	5
Milk Cars	17	12	29
Total Number Passenger, Baggage, Mail			
and Express Cars	659	369	1,028
	===		
FREIGHT EQUIPMENT.			
8-Wheel Box Freight Cars	1,897	2,001	3,898
8-Wheel Box Freight Cars — Caboose Cars	126-	57	183
4-Wheel Box Freight Cars — Caboose Cars	23	0	23
4-Wheel Box Freight Cars	179	0	179
8-Wheel Stock Cars	52	0	52
8-Wheel Platform Freight Cars	1,426	1,553	2,979
4-Wheel Platform Freight Cars	432	0	432
8-Wheel Coal Cars	425	125	550
4-Wheel Coal Dump Cars	161	1,636	1,797
6-Wheel Platform Stone Cars	7	0	7
8-Wheel Refrigerator Cars	20	0	20
Total Number Freight Cars	4,748	5,372	10,120
TOOL, ETC.			
8-Wheel Tool Cars — Box Cars	51	7	58
8-Wheel Boarding Cars	31	ó	31
8-Wheel Derrick Cars	27	0	27
4-Wheel Derrick Cars	13	0	13
8-Wheel Pile Driver Cars	7	0	7
Other Cars	3	3	6
Total Number Tool, Etc., Cars	132	10	142
Snow-Ploughs on Wheels	51	18	69
and a rought on it mooth.	O.L	10	00

<sup>\*</sup>Includes 10 Passenger and 4 Baggage Cars, 30.50 per cent of which are owned by the Boston & Lowell R.R., 37.83 per cent by Concord & Montreal R.R., and 31.67 per cent by Canadian Pacific Railway.

No. 11.
PERFORMANCE OF LOCOMOTIVES.

	Year Ending June 30, 1895. Miles.	Year ending June 30, 1894 Miles.	
Passenger Engines	6,577,839	6,880,536	
Freight Engines	4,274,488	4,200,367	
Switching Engines	2,623,785	2,449,280	
Other Engines	298,442	421,794	
Total	13,774,554	13,951,977	
STORES CONS	UMED.		
Lubricating Oil, Pints	743,892	837,409	
Waste, Pounds	209,877	227,811	
Coal, Tons	403,804	398,783	
Wood, Cords	1,477	1,708	
EXPENS.	ES.		
Repairs	\$293,956 20	\$265,913 28	
*Fuel	1,515,109 58	1,534,696 61	
*Oil, Waste and Tallow	26,018 52	29,164 84	
*Wages of Enginemen and Firemen	890,227 20	880,546 39	
*Wages of Wipers	70,673 88	76,271 55	
Small Stores	8,294 49	8,544 68	
Total	\$2,804,279 87	\$2,795,137 33	

### AVERAGE COST PER MILE RUN, IN CENTS.

	Cents.	Cents.				
Repairs	. 2.14	1.90				
Fuel	11.00	11.00 0.21 6.31 0.55				
Oil, Waste and Tallow	0.19 6.46 0.51					
				Small Stores	0.06	0.06
				Total cost per Mile Run	20.36	20.03
Miles Run to Ton of Coal	34.11	34.98				
Miles Run to Pint of Lubricating Oil	18.52	16.66				
Miles Run to Pound of Wiping Waste	65.63	61.24				

 $<sup>^{*}\</sup>mathrm{In}$  operating Expenses, these accounts receive credit for mileage of working trains, which is charged to the work done.

The gross cost of all engine mileage is given above.

No. 12.

### REPORT OF THE TRUSTEES

OF THE

## SINKING FUND

FOR REDEMPTION OF

# BOSTON & MAINE RAILROAD

### IMPROVEMENT BONDS.

1894. July 1.	Balance per report of June 30, 1894	\$483,706	31
1895.			
Feb. 1.	Amount received from Boston & Maine Railroad for Sinking Fund	51,285	00
June 30.	Income for year	19,533	18
June 30.	Balance	\$554,524	49

### INVESTMENTS.

\$184,000	Improvement Bonds of Boston & Maine R.R.		
	cost	\$184,476	00
150,000	Bonds of Portland Union R'y Station Co. cost	150,809	32
69,000	Bonds of Maine Central R.R. Co. cost	71,872	12
145,000	Connecticut River R.R. Bond Scrip cost	146,555	92
548,000	Bonds cost	\$553,713	36
-	Cash on hand	811	13
	Total	\$554,524	49

### BOSTON SAFE DEPOSIT AND TRUST CO., Trustee.

By FRANK C. MILES,

Treasurer.

BOSTON, MASS., Sept. 6, 1895.

No. 13.

### REPORT OF THE CONDITION OF THE SINKING FUND

OF THE

### EASTERN RAILROAD COMPANY,

### ON THE 30th DAY OF JUNE, 1895.

Amount on hand as per report of June 30,	1004			
Received of the Boston & Maine R.R , pays	ment to S	ink		
Certificates of Indebtedness purchas	ed over	the	,	75
				**
Proceeds of sale two lots of land at Reven	re		400	00
Interest on deposit in Bank			355	27
			\$109,814	10
Cost of Certificates of Indebtedness pur-				
chased Oct. 25 to Nov. 1, 1894, \$86,500.	\$107.039	75		
Total cost	\$107,889	75		
Balance on hand, deposited in Shawmut				
National Bank	1,924	35		
			\$109,814	10
	ing Fund for the year ending Sept. 1, 18 Received of Boston & Maine R.R., excess Certificates of Indebtedness purchas "fair value" fixed by the Trustees Proceeds of sale two lots of land at Rever Interest on deposit in Bank	ing Fund for the year ending Sept. 1, 1894  Received of Boston & Maine R.R., excess of cos Certificates of Indebtedness purchased over "fair value" fixed by the Trustees  Proceeds of sale two lots of land at Revere  Interest on deposit in Bank  Cost of Certificates of Indebtedness purchased Oct. 25 to Nov. 1, 1894, \$86,500, \$107,039 Accrued interest thereon	ing Fund for the year ending Sept. 1, 1894	Interest on deposit in Bank

WILLIARD P. PHILLIPS, CHARLES R. CODMAN, CHARLES U. COTTING,

Boston, June 30, 1895.

We hereby certify that the Mortgage Certificates of Indebtedness of the Eastern Railroad Company, issued by us and outstanding on the thirtieth day of June, 1895, were as follows:—

Certificates payable in Sterling money of Great Britain £320,000 Certificates payable in Gold Dollars of the United States \$7,179,000 Scrip Certificates 21 cents.

The above shows a decrease from amount last reported of \$86,500, being certificates purchased under provisions of Chapter 373 of the Acts of 1888, by written request of the Corporation.

WILLIARD P. PHILLIPS, CHARLES R. CODMAN, CHARLES U. COTTING,

Boston, June 30, 1895.

### LEASE OF

# CONCORD AND MONTREAL RAILROAD

TO

## BOSTON AND MAINE RAILROAD.

JUNE 29, 1895.

This Endenture made in triplicate this twenty-ninth day of June, A.D. 1895, by and between the Concord and Montreal Railroad, a corporation established under the laws of the State of New Hampshire, party of the first part, and hereinafter denominated the lessor; and the Boston and Maine Railroad, a corporation existing under and by virtue of the laws of the Commonwealth of Massachusetts, and under and by virtue of the laws of the States of Maine and New Hampshire, party of the second part, and hereinafter denominated the lessee; and the Boston and Lowell Railroad Corporation, also a corporation existing under and by virtue of the laws of the said Commonwealth, party of the third part:

Witnesseth: that the said parties, each for itself, its successors and assigns, and each in consideration of the grants, covenants and engagements herein made by the other, have granted, covenanted and agreed, and do hereby grant, covenant and agree, each to and with the other, and its successors and assigns, as follows, to wit:—

I.

The lessor doth grant, demise and lease unto the lessee, its successors and assigns, its railroad and property of every description, including therein its railroad, lands, docks, and wharves, wherever situated, its branches, tracks, side-tracks, road-beds, superstructure, station houses and grounds, depots, viaducts, bridges, piers, shops, buildings, fixtures, engines, cars, rolling stock, machinery, tools, furniture, telegraph apparatus, equipment, material and supplies, and all rights, franchises, easements, privileges and appurtenances thereto belonging, together with the right to receive all tolls, rent, revenue, income and profits of the demised premises, including also

therein the right, title and interest of the lessor in and to any and all railroads operated by it under lease or otherwise, so far as the same are assignable or transferable by the lessor, and in and to any stock and securities of other railroads or other corporations owned by it, all dividends thereon, and its right of voting on said stock, and in and to any bonds, obligations and contracts of or with other railroads, corporations, or individuals, and all income, advantages and benefits to be derived therefrom, a schedule of which stock and bonds is hereto annexed, hereby assigning and transferring unto the lessee, subject to all legal obligations and encumbrances thereon, all its railroad, railroad property, franchises and assets of every description, except its corporate seal and books of record, to which the lessee may have access at reasonable times.

The railroad of the lessor is subject to a mortgage dated June 2, 1890, made to secure the payment of bonds of the lessor of the par value of five million five hundred thousand dollars, bearing interest at the rate of four per cent. per annum; and also to a mortgage upon such part of the railroad of the lessor as was formerly known as the Boston, Concord and Montreal Railroad bearing date of April 20, A.D., 1881, to secure the payment of bonds of the par value of five hundred thousand dollars bearing interest at the rate of six per cent. per annum. Payment of the bonds issued under the latter mortgage is provided for by the appropriation of bonds issued under the mortgage first above described equivalent in par value thereto, and now held by the Boston Safe Deposit and Trust Company in trust to pay such bonds secured by the second of the mortgages above described.

To Habt and to Hold all and singular the demised premises to the lessee, its successors and assigns, for and during the term of ninety-one years from and after the first day of April, A.D. 1895, the said lessee keeping and performing the covenants herein contained on its part to be kept and performed, and yielding and paying rent for the said premises to the amount and in the manner following, to wit:

- The lessee shall pay all operating expenses of the lessor and of all railroads of which the lessee shall come into possession, or which it shall operate under and by virtue of this instrument, including therein, as part thereof, all repairs and renewals, all expenditures arising out of any contract, obligation, business, negligence or misfeasance, or however otherwise arising, and whether liability for the same now exists or be hereafter created, in any way connected with the use and operation of the demised premises, or any part thereof, or of railroads operated by the lessee or the lessor or by the Concord Railroad Corporation as herein provided, and including damages to persons or property, insurance, all taxes of every description, federal, state or municipal, upon property, business, franchise or capital stock, including all income taxes, all expenses consequent upon or incidental to the renewal or refunding of the lessor's indebtedness, or that of any road owned, leased or operated by it, any expenditures hereinafter declared to be operating expenses, and a reasonable sum annually to the lessor for the expenses of maintaining its organization and conduct of its business and the organization and business of the Concord Railroad Corporation, necessarily remaining after the execution of this lease.
  - 2. The lessee shall pay, as the same become due, the rentals of all

railroads of which it shall come into possession, or which it shall operate under and by virtue of this instrument during the continuance of this lease, and of all roads leased to this lessor or the Concord Railroad Corporation, according to the terms of the several leases, and the interest on the indebtedness of the lessor, and on the indebtedness of all roads leased or operated by the lessor, which this lessor is under obligation to pay, a schedule whereof is hereto annexed, and upon such future indebtedness as shall be created for the purposes herein provided, and to that end shall pay to the lessor such sums of money at such times as shall enable it punctually to meet the interest on such indebtedness as the same matures. The lessee shall assume and pay the current expenses and indebtedness upon open accounts of the lessor outstanding at the date of this lease. The lessor shall assign and deliver to the lessee all cash on hand, outstanding bills, notes and accounts receivable, and all sums received thereon.

3. The lessee shall pay, as rent for the demised premises, a sum equivalent to seven dollars a share per annum upon the entire capital stock of the lessor, as the same may exist from time to time, in accordance with the provisions hereof; and it is agreed by the stockholders of the lessor that said rental shall be paid in the manner following, viz.: the lessee on the first day of October, 1895, and on the first days of every subsequent January, April, July and October, during said term, shall pay to each stockholder of the lessor as shown by the stock records on the first day of the preceding month, one dollar and seventy-five cents for every share so held by such stockholder; and said rental to be paid by the lessee, quarterly, shall at all times during the continuance of this lease be at the rate of seven per cent. per annum on said entire capital stock of the lessor. The lessor's treasurer shall furnish to the lessee, at least fifteen days before each quarterly rental day, a certified list of such stockholders.

#### II.

If from any cause the interest of the lessor or of the Concord Railroad Corporation in leases or contracts for the operation of any railroads or other property now held under lease by the lessor or by the Concord Railroad Corporation cannot be lawfully transferred to the lessee under the provisions of this lease, the lessor or the Concord Railroad Corporation, as the case may be, shall hold the same and continue to perform the obligations and receive all the income, profits, or advantages thereunder without direction of the lessee, and shall from time to time account therefor to the lessee, and the lessee shall furnish the lessor or the Concord Railroad Corporation the means to perform its obligations and covenants thereunder, and save it harmless therefrom; and whenever it shall be practicable to transfer to the lessee said leases, contracts or other property, the lessor or the Concord Railroad Corporation shall make such transfer to the lessee; said leases, contracts and other property to be thereafter held under the terms of this lease.

# III.

The lessee shall assume all traffic balances due from the lessor to other railroads or transportation companies; shall assume all contracts of the

lessor for equipment, supplies and material, and all other contracts and liabilities of the lessor to and with individuals or corporations, express or implied (its contracts with the holders of its indebtedness as scheduled excepted) and shall assume and defend all suits against the lessor arising out of or in any way connected with the past or future use and operation of the demised premises and roads, or any part thereof, and pay all judgments obtained therein; and also shall pay the interest upon any portion of the indebtedness of the lessor, or of its leased or operated lines, that shall be renewed or extended during the term of this lease in like manner as upon the same indebtedness before renewals or extension; and in case the lessee shall purchase any of the stock, bonds or other securities, or shall take up or purchase and enforce by foreclosure, or otherwise, any indebtedness of any of the said leased or operated lines, which shall not be so renewed or extended, the securities so taken up or purchased, and all title, benefit or advantage of the enforcement thereof shall enure to the lessor at the termination of this lease, upon its reimbursing to the lessee without interest all sums paid and expenses incurred in so taking up, purchasing and enforcing the same.

## IV

In case it shall become necessary under the provisions of this lease for the lessor to make payment for permanent additions or permanent improvements to the demised premises, the lessor shall issue stock or bonds, or both, to an amount sufficient to pay for such permanent additions and improvements, so far as it may legally have the right to do so, but such issue of stock or bonds shall only be made at the request of the lessee. If the lessor shall require additional legislative authority to enable it to issue either class of securities, as desired by the lessee, the lessor shall, at the request and expense of the lessee, do all acts and things proper and necessary to procure such authority. It is agreed, however, that for the purpose of providing funds to pay for improvements upon the lessor's property, the lessor shall, on or before October 1st, 1895, issue and sell to its stockholders, at par, in proportion to their respective holdings, twelve thousand shares of additional stock, thus increasing the capital stock of the lessor to seventy-two thousand shares, (seven million two hundred thousand dollars). The proceeds of the sale of such twelve thousand shares shall be paid to and expended by the lessee, with the approval of the lessor, for the payment of expenditures made or to be made in the improvement of the lessor's railroad and other property, as authorized by the New Hampshire laws of 1891, chapter 3; and the lessor covenants that it will not issue any stock (excepting the said twelve thousand shares) or bonds, or create any indebtedness or lien upon said demised premises or property, except under and in accordance with the written direction or by the previous written consent of the lessee, and upon such terms and conditions with respect to the issue, sale and disposition of said stock or bonds as the lessee may direct. The lessor guarantees and agrees that its existing unfunded indebtedness at the date hereof does not exceed the sum of five hundred thousand dollars, not including any amount which may be due upon the claim of the Manchester and Lawrence Railroad now pending in suit in the Supreme Court of New Hampshire. Stock issued as herein provided, after the inception of this lease, shall from the time of

such issue be deemed part of the lessor's capital stock within the provisions of Article I, clause 3, of this lease. Stockholders making partial payments on account of subscriptions to capital stock, shall be entitled to interest thereon to be paid by the lessee, at the rate of seven per cent. per annum from the date of such payment to the date of the issue of stock therefor; and all stock shall be entitled to dividends at the rate of one dollar and seventy-five cents per share, quarterly, from the date of issue. Bonds so issued as herein provided, after the inception of this lease, shall be scheduled and the interest thereon paid as part of the lessor's indebtedness under and pursuant to Article III hereof. The indebtedness of said lessor, as scheduled, shall be renewed by the lessor with the aid of the lessee, as the same matures, and the whole or any portion thereof shall, at the request and under the direction of the lessee, be refunded at such time or times and at such rate of interest as may be approved by the lessee. Any benefits from reduced rates of interest, during the continuance of this lease, consequent upon such renewal and refunding of the indebtedness of the lessor, or of any of its leased or operated lines, shall enure to the lessee. All premiums obtained from the sale of bonds of the lessor, issued to renew or refund its indebtedness under the provisions of this lease, shall be the property of the lessee.

The term of the renewal of any indebtedness of the lessor, as herein provided, shall not extend beyond the term of this lease, without the consent of the lessor.

The lessor agrees to reimburse the lessee for whatever sums of money it may pay upon the claim of the Manchester and Lawrence Railroad against the lessor, now pending in suit in the Supreme Court of New Hampshire; and the lessor agrees that its directors will endeavor to obtain authority to issue stock or bonds in order to provide funds to enable it so to reimburse the lessee, and in the event of its inability to obtain authority to make such issue it agrees to allow and pay to the lessee such sums as may have been paid by it upon said claim upon the final accounting between the parties at the termination of this lease.

## V.

The lessor shall make and execute such lease or other operating contract with any other railroad corporation as the lessee may request, provided, however, that every such lease or contract, if the lessor shall so elect, shall by its terms expire at or before the expiration of the term of this lease, and that the obligations and liabilities arising therefrom shall be assumed and sustained exclusively by the lessee, and that the lessor shall be held harmless from any loss arising therefrom during the continuance of this lease. Any lease or contract of the lessor for the operation of any other railroad terminating during the term of this lease shall be renewed by the lessor under the direction and with the assent of the lessee upon the most favorable terms practicable, but the said lessee shall not be bound to assent to the renewal of such lease or contract upon terms more onerous to the lessee than those now existing, unless, by the arbitration of referees appointed as hereinafter provided, such renewal shall be decided to be necessary to the reasonable protection of the interests of the lessor. Any lease or contract made or renewed in accordance with the provisions of this article shall be

subject to all the provisions of this lease as effectually as if now existing and herein included, and upon the termination of this lease shall be reassigned to and enure to the benefit of the lessor.

#### VI.

The lessee shall have the right to make such changes in the passenger or freight stations, tracks and terminal grounds of the lessor, to establish such new stations, to make such separations of grade crossings of railroads with other railroads and with highways, and such other changes in the railroad and railroad property of the lessor as the safety and accommodation of the public and the convenient and economical transaction of business may in its judgment require; provided, however, that at the termination of this lease the lessor's stations, tracks, terminal grounds and railroad property shall be returned to it in as good order and repair as the same are now in, so that the same shall be equally well fitted for the independent use and operation of its own railroad by the lessor. The lessee shall also have the right to make permanent additions to and improvements upon the demised premises, which shall include, among others, additional real estate, any increase in track mileage, separations of grade crossings of railroads with other railroads and with highways, buildings, structures and bridges additional to those existing at the inception of this lease, and buildings, structures and bridges replacing those existing at the inception of this lease, so far as the cost of such new buildings, structures and bridges exceeds the cost of restoring such old buildings, structures and bridges to as good condition as when new.

### VII.

All permanent additions and permanent improvements, if assented to by the lessor, or decided by the railroad commissioners of New Hampshire to be necessary and proper, or if required to be made by force of any law now or hereafter existing, or by any court, tribunal, board of commissioners or public officer or officers having lawful authority in the premises, shall be paid for by the lessor so far as it has or can procure the power to do so in the manner provided in Article IV of this lease, otherwise shall be paid for by the lessor at the termination of this lease in the manner hereinafter provided. The lessee shall, as often as once in every year, after June 30, 1896, make and furnish to the lessor a written statement of all permanent additions and permanent improvements upon the demised premises and of the cost thereof.

## VIII.

The lessee shall use and operate the railroad of the lessor and of any other railroad corporation whose road is operated hereunder, in accordance with the charter of the lessor and of such other corporation, and the laws of the State of New Hampshire and of the United States so far as the same are applicable; shall furnish all cars, engines, rolling stock and equipment of every description required in addition to the like property hereby demised for the due operation of the railroads operated under and by virtue of this lease; shall observe and perform all the provisions of contracts of the lessor

with railroads leased or operated by it; shall keep the demised premises reasonably insured, and shall apply the proceeds of any insurance to restoring and replacing the property destroyed or to making permanent improvements not in the nature of ordinary repairs upon the demised premises; shall apply the proceeds of rolling stock, equipment and other personal property herein demised which it may deem advisable to sell, and which it is hereby authorized to sell at its discretion, so as to substitute therefor like property of equal value and equally convenient for the use of the lessor whenever this lease is terminated; shall replace buildings or structures on the demised premises taken down or removed, and which the lessee is hereby authorized to take down or remove at its discretion, with other buildings, structures and permanent improvements upon the demised premises of equal value; shall furnish the directors of the lessor, not exceeding thirteen, and its corporation clerk and treasurer with free annual passes over the railroads operated by the lessee during the continuance of this lease and shall transport the stockholders of the lessor to and from their annual and special meetings free of charge; shall permit the demised premises to be inspected annually by the lessor's directors and by some competent person appointed by the lessor, who shall report to said lessor the condition of said premises and shall, for the purposes of such inspection, be furnished with free transportation over the railroads operated by the lessee under this lease, and such competent person shall receive a reasonable compensation for his services to be paid as part of the lessor's operating expenses; shall make all returns required by law and shall furnish the lessor with such abstracts of its accounts as shall enable it to make all returns required of the lessor; shall not assign this lease, except as hereinafter provided, nor underlet the whole or any part of the demised premises (except such portions thereof as may not be required by it for railroad uses) without the consent of the lessor, provided, however, that if the lessee shall unite with, or sell or lease its railroad to another railroad corporation, it may assign this lease to the corporation formed by such union or to the corporation to which it thus sells or leases, such corporation becoming, by force of such assignment, and the lessee remaining liable upon all the covenants hereof; but including among the covenants, which the corporation becoming the assignee of this lease assumes, the covenant providing for an assignment of this lease to the Boston and Lowell Railroad Corporation contained in Article XIV of this lease; shall keep the demised premises in the same good order and condition as the same are when received by the lessee under this lease; shall cause all rolling stock substituted for that herein demised and added thereto to be distinguished by appropriate names, numbers or letters; at the end of the term of this lease, or at any earlier termination thereof from any cause whatever, shall surrender the demised premises and every part thereof (to be ascertained and determined according to the inventory hereinafter provided for) in the like good order and condition in which they are at the inception of this lease or may be put during the term, the amount of money (including that realized on the lessor's bills, notes and accounts receivable) and of materials and supplies to be surrendered or accounted for to the lessor to be equivalent in value (less the sum of three hundred thousand dollars) to the amount on hand at the inception of this lease as shown by said inventory; and re-transfer to the lessor all stocks, bonds and securities, transferred by the lessor under this

lease, in the manner hereinafter provided; provided, however, that at the termination of this lease the lessor shall pay to the lessee the value of any permanent improvements and additions not already paid for by the lessor, the said value to be determined, unless agreed upon by the parties, by the Board of Arbitrators provided for in Article XIII of this lease.

The lessee shall not sell or otherwise dispose of any of the stocks herein demised and transferred to it without the written consent of the lessor, except by assignment of this lease in case of its union with, or sale or lease of its railroad to, some other railroad corporation, as provided in this article, in which case it may assign them to the corporation formed by such union, or to which it thus sells or leases, to be held by such corporation in the same manner and under the same restrictions, as the same are herein provided to be held by the lessee; and in case of any such sale thereof with the lessor's consent, it shall pay over to the lessor at the expiration or earlier termination of this lease the price received, without interest, in full of all obligation upon its part to return such stocks to the lessor under the provisions of this instrument.

The shares of the capital stock of other railroad corporations and of other corporations owned by the lessor and embraced within the terms of this lease shall, so far as the same can be legally done, or when authority therefor is obtained, be transferred to and be held and used by the lessee, and the shares of the capital stock of other railroad corporations shall be held and used for the purpose of continuing the roads of said corporations as practical extensions and branches of the road of the lessor hereby demised. The organizations of said corporations shall be preserved, and all their duties to the public and to the State performed, and no encumbrance shall be created or permitted upon said roads by the use of said shares.

The capital stock of said corporations shall not be increased without the written consent of the lessor, and in case the lessor shall not have legal authority to transfer any shares of stock held by it to the lessee, the lessor will from time to time execute and deliver all such necessary and proper transfers and proxies as the lessee may request, to enable it to vote on such shares of stock in said corporations, or collect any dividends thereon, or to otherwise use the same according to the true intent and purpose of this lease.

In the event that the lessee desires the lessor to purchase the stock of any corporation, which it now or hereafter may be authorized to purchase, then, on the written request of the lessee, the lessor shall purchase the same at the price stipulated by the lessee and the same shall be scheduled and held by the lessee like other stocks transferred to the lessee hereunder, the lessee providing funds with which to pay for the same, and at the termination of this lease said stock shall be re-transferred to the lessor on payment, without interest, of the amount paid for said stock.

At the expiration or earlier termination of this lease the lessee will return said demised railroad and property to the lessor as a railroad between the points between which it now exists, with its existing branches and leased roads suitably equipped and provided with depots, stations, shops, and other structures, of at least equal value with those now existing thereon, and in as good order and condition as the same now are, together with all permanent improvements thereon, and with rolling stock, machinery, tools, furniture, appliances, telegraph apparatus and equipment of at least equal value with

that hereby demised, according to the appraisal thereof, less the sum of three hundred thousand dollars, as provided in this Article. The lessee shall not use the railroads leased to and controlled by it under this lease, so as to impair their earning capacity to the lessor whenever this lease shall be terminated, and shall not, without the consent of the lessor, construct lines of railroad competing with any part thereof; and all branches and extensions of road leased to or controlled by the lessee under this lease, which shall be built by the lessee during the term hereof, shall be conveyed to the lessor at the expiration or earlier termination of this lease upon its paying to the lessee the actual cost of the construction thereof without interest.

## IX.

The lessor shall maintain its existence and organization as a corporation, and to that end shall comply with all the requisites and forms of law; shall do all acts and things, and execute all legal instruments necessary and proper to put and secure the lessee in full enjoyment of all the property, rights, franchises and interests herein demised, and to carry into effect the true intent and meaning of this lease. It shall from time to time whenever requested by the lessee take real estate for the convenient operation of the railroads herein demised, the lessee, however, advancing all damages and expenses therefor; and if real estate so taken is surrendered to the lessor at the termination of this lease, the lessor shall account to the lessee for the cost of the same without interest.

The lessee will indemnify and protect the lessor against all claims which may be made against it by stockholders who may dissent from this lease, and it will pay the claims of any such dissenting stockholders, and the expenses of the proceedings to ascertain the amount thereof; and any stock, interest or property right of a dissenting stockholder of the lessor, which may become its property under such proceedings, shall, upon such payment by the lessee, be transferred to it by the lessor, to be held and disposed of by the lessee for its use and benefit.

## X.

Further to secure the lessee in the beneficial enjoyment of the property, rights, franchises and privileges herein demised and specified, the lessor constitutes the lessee its attorney irrevocable with full right and power. at the lessee's expense, to use the name of the lessor in all legal proceedings and in all cases needful for obtaining, holding and enjoying the premises herein demised and specified, and for all purposes consistent with the true intent of this instrument. And the lessor also hereby makes, constitutes and appoints the lessee its true, sufficient and lawful attorney from time to time to bargain and sell, with the assent of the directors of the lessor, lands and structures of the lessor, on such terms as to the lessee shall seem meet, and hereby authorizes the lessee in the name of the lessor to make, execute, acknowledge and deliver good and sufficient deeds and conveyances of all the right, title and interest of the lessor, so bargained and sold, in and to the same, the lessor agreeing whenever thereto requested by the lessee upon reasonable notice, to affix its corporate seal to such deeds and conveyances. The lessee covenants and agrees that other lands and structures of equal

value and equally convenient for the use of the lessor shall be conveyed to the lessor in lieu of any lands and structures so sold and conveyed with the assent of the directors of the lessor, the property so acquired to become a part of the demised premises, or to account to the lessor for the proceeds of any land and structures so sold and conveyed in case it shall be impracticable to convey an equivalent in land and structures. The lessee shall furnish the directors and officers of the lessor and the lessor's treasurer with sufficient and suitable accommodations during the term of the lease at the station of the demised railroad in Concord, New Hampshire, or in any station which may be erected in place thereof, free of charge, and suitable vault and safe room shall be furnished the treasurer in such station.

#### XI.

That the property herein demised and to be accounted for at the expiration or earlier termination of this lease may be accurately determined there shall be made as of the day when this lease takes effect, a full and particular inventory, description and appraisal of all estate and property, real and personal, belonging to the lessor and coming into the possession of the lessee by virtue of this lease, and to this from time to time shall be added such other estate and property as shall come into the possession of the lessee under the terms of this lease. Such inventory, description and appraisal and the additions thereto from time to time shall be made by two competent persons, one selected by each party; in case of their disagreement they shall refer the matter in difference to some third person, whose decision shall be final.

Such inventory, description and appraisal shall be made in duplicate and an original furnished to each party, and shall be evidence of the nature, value and condition of the property demised at the inception of this lease, or at the time of the additions thereto, in all cases in which any question of such nature, condition or value may arise.

#### XII.

This lease is upon the condition that, if the lessee shall at any time fail to make to the lessor, as part of the rent herein reserved, the payments herein stipulated to be made to it to enable it to pay the interest on its indebtedness, or shall fail for thirty days to make any quarterly payments of rental as stipulated in Article I, clause 3, hereof, or shall assign this lease or underlet or part with the possession of the demised property except as herein provided, then and in such case the lessor may at once enter upon the demised premises and upon any part thereof, as for the whole, and expel the lessee and determine the estate hereby granted, and shall thereupon become seized and possessed of the demised premises, and of all premises then in possession of the lessee or lessor under this indenture, and of every part thereof in its original right, and as if this lease had never been made; and upon the further condition, that if the lessee shall fail to perform any other of the covenants and agreements in this lease contained, and such failure shall continue for six months after written notice of such failure from the directors of the lessor, the lessor shall have the like right to enter and expel the lessee and revest in itself its former estate in the demised premises and all premises then in possession of the lessee or the lessor under this indenture and every part thereof; provided, however, that such entry by the lessor for breach of condition shall in no wise prejudice or impair any remedies to which it might otherwise be entitled for arrears of rent or preceding breach of covenants or any other rights secured by this lease in case of its termination before the expiration of the time thereof.

## XIII.

In case of any disagreement between the parties hereto as to the true intent and meaning of this lease or any part thereof, or as to anything done under and by virtue of it, or growing out of it, the matter in controversy shall be referred by written submission to the arbitration of referees to be chosen in the manner following: one shall be chosen by each of the parties hereto, or if either shall unreasonably fail or neglect to appoint a referee when requested by the other, the Board of Railroad Commissioners of the State of New Hampshire may, after due notice to the party so failing or neglecting, appoint a referee; the third shall be selected by the two so chosen. The arbitrators shall hear the parties after due notice to each of them and if either party fail to attend after such notice may proceed ex parte. The award in writing of said arbitrators or a majority of them, being duly notified to the parties, shall be final and conclusive upon them.

#### XIV.

AND WHEREAS by an indenture bearing date June 22, A.D. 1887, executed by and between the Boston and Maine Railroad and the Boston and Lowell Railroad Corporation, parties hereto, the railroad and property of the latter corporation were leased to the former, and are now held and operated by the former under said indenture which is still in force, now the Boston and Lowell Railroad Corporation consents that the Concord and Montreal Railroad may lease its railroad and property to the Boston and Maine Railroad by these presents, and to waive any agreement contained in said lease of the Boston and Lowell Railroad which provides that such lease of the Concord and Montreal Railroad shall be made to the Boston and Lowell Railroad Corporation, and all parties hereto agree that in the event of the termination of said lease of the Boston and Lowell Railroad to the Boston and Maine Railroad, whenever and however arising, and of the resumption by the Boston and Lowell Railroad Corporation of the management and operation of its said railroad and property, then the said Boston and Lowell Railroad Corporation shall become entitled to the remaining term of this lease, provided it is then legally authorized to take the same, and provided the Concord and Montreal Railroad is then authorized to lease to the Boston and Lowell Railroad Corporation, and, in such event, the Boston and Maine Railroad shall assign to the Boston and Lowell Railroad Corporation this lease and all its estate in the demised premises for the remainder of the term thereof, and shall execute all needful and proper instruments to perfect such assignment, and thereupon the said Boston and Lowell Railroad Corporation shall assume and perform all the conditions, covenants, obligations and agreements on the part of the lessee to be thereafter performed according to the terms of this

lease, and the Boston and Maine Railroad in any event or contingency shall continue to be liable to the Concord and Montreal Railroad for the performance of all the lessee's covenants of this lease during the entire term of ninety-one years.

Provided, however, that the Boston and Lowell Railroad Corporation shall not be liable for any cause of action or liability which shall have already accrued against or for any debt which shall have already become due or payable by the Boston and Maine Railroad prior to the date of such assignment, or which shall accrue or become due or payable by reason of anything on its part done or omitted prior to said date, except so far as the Boston and Lowell Railroad Corporation shall have received property the proceeds of which can properly be applied to the extinguishment of such cause of action, liability, debt or other obligation; nor shall the Boston and Lowell Railroad be liable to account for any moneys or property received by the Boston and Maine Railroad at the inception of this lease or during the term for which it shall remain in possession under the same or for the proceeds thereof, except for such part thereof as the Boston and Lowell Railroad Corporation may have received, and only for its value at the time of receiving the same; nor shall the Concord and Montreal Railroad be released from its obligation to account to the Boston and Maine Railroad for any permanent improvements for which the Boston and Maine Railroad shall have paid under the provisions of this lease; but the obligation to account and pay for such permanent improvements shall not be enforceable against the lessor until the final termination of this lease.

And upon such assignment the remaining term of said lease shall vest in the said Boston and Lowell Railroad Corporation, and all the conditions, covenants, obligations and agreements of the Concord and Montreal Railroad with the Boston and Maine Railroad in said lease contained and thereafter to be performed shall, except as above provided, enure to the benefit of the Boston and Lowell Railroad Corporation, and be binding in favor of said Corporation as if made directly with it.

#### XV.

It is further agreed that any failure on the part of the Boston and Maine Railroad to perform any of the conditions or covenants in this lease contained on its part to be performed whereby the lessor shall under the terms thereof be entitled to enter upon the demised premises and determine the estate thereby granted shall be deemed a breach of the conditions and covenants of the said lease of the Boston and Lowell Railroad of June 22, 1887, and shall entitle the Boston and Lowell Railroad Corporation at its option - such option to be exercised within thirty days after a right of entry by the Concord and Montreal Railroad upon the premises hereby demised shall have accrued and shall have been notified in writing to the Boston and Lowell Railroad Corporation - to determine said last named lease and the estate thereby granted and to enter upon the premises therein demised and to revest in itself its former estate therein, as provided in Article XI of said lease in case of failure of the Boston and Maine Railroad to pay the rent therein reserved; and upon the exercise of such option and upon making such entry the said Boston and Lowell Railroad Corporation shall become entitled to

the remaining term of this lease if it is then legally authorized to take the same, and provided the lessor is then authorized to lease to the Boston and Lowell Railroad Corporation, and the Boston and Maine Railroad shall assign to the Boston and Lowell Railroad Corporation this lease and all its estate in the herein demised premises for the remainder of the term in the same manner and with the same effect and with the same obligations on the part of the several parties hereto as if the said assignment had been made in pursuance of Article XIV of this lease, the Concord and Montreal Railroad waiving the right to enter and the effect of any entry which may have been made for breach on the part of the Boston and Maine Railroad.

In testimony whereof the said parties, the Concord and Montreal Railroad, by its Treasurer thereunto duly authorized, and the Boston and Maine Railroad and the Boston and Lowell Railroad Corporation, by their respective Presidents thereunto duly authorized, have caused their corporate seals to be affixed to this indenture and to two others of the like tenor, and the same to be executed the day and year first above written.

## CONCORD AND MONTREAL RAILROAD,

By JOHN F. WEBSTER,

[SEAL]

Treasurer.

BOSTON AND MAINE RAILROAD,

By LUCIUS TUTTLE,

[SEAL]

President.

In presence of Geo. R. Fowler Samuel C. Eastman to J. F. W. & L. T.

# BOSTON AND LOWELL RAILROAD CORPORATION,

By FREDERICK E. CLARKE,

[SEAL]

President.

In presence of
SOLOMON LINCOLN
GEORGE BYRON CHANDLER
to F. E. C.

